

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

VIA AIR COURIER

17572-A
RECORDATION CO. FILED 1425

MAR 16 1992 - 10 25 AM

2-076A008

INTERSTATE COMMERCE COMMISSION

March 13, 1992

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

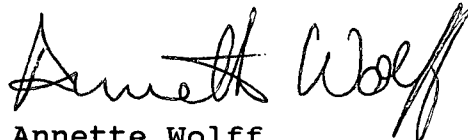
MAR 15 1992
RECORDATION UNIT

Dear Ms. Lee:

Enclosed is an Amendment 1 to a Storage and Use Agreement between Texas Commerce Bank and The Wheeling & Lake Erie Railway Company.

Please file this supplement as ICC Recordation 17572. The filing fee of \$16 is enclosed. Thank you.

Sincerely,



Annette Wolff
Manager of Operations

AW/tw
Enclosures

MAR 13 1992
RECORDATION UNIT

SCHEDULE A

(continued)

Equipment Numbers

WE	340139	WE	340186
WE	340140	WE	340187
WE	340141	WE	340188
WE	340142	WE	340189
WE	340143	WE	340190
WE	340144	WE	340191
WE	340145	WE	340192
WE	340146	WE	340193
WE	340147	WE	340194
WE	340148	WE	340195
WE	340149	WE	340196
WE	340150	WE	340197
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WE	340184		
WE	340185		

SCHEDULE A

Memorandum of
Storage and Use Agreement

Dated August __, 1991

Equipment Description

One hundred eighty-five (185), 3,263 cubic foot, 83-ton capacity
three pocket, roller bearing, open top hopper railcars

Equipment Numbers

WE	340001	WE	340035	WE	340067	WE	340103
WE	340002	WE	340036	WE	340068	WE	340104
WE	340003	WE	340037	WE	340069	WE	340105
WE	340004	WE	340038	WE	340070	WE	340106
WE	340005	WE	340039	WE	340072	WE	340108
WE	340006	WE	340040	WE	340073	WE	340109
WE	340008	WE	340041	WE	340074	WE	340110
WE	340009	WE	340042	WE	340075	WE	340111
WE	340010	WE	340043	WE	340077	WE	340112
WE	340011	WE	340044	WE	340078	WE	340113
WE	340012	WE	340045	WE	340079	WE	340114
WE	340013	WE	340046	WE	340080	WE	340115
WE	340014	WE	340047	WE	340081	WE	340116
WE	340015	WE	340048	WE	340082	WE	340119
WE	340016	WE	340049	WE	340083	WE	340120
WE	340017	WE	340050	WE	340085	WE	340121
WE	340019	WE	340051	WE	340086	WE	340122
WE	340020	WE	340052	WE	340087	WE	340123
WE	340021	WE	340053	WE	340089	WE	340124
WE	340022	WE	340054	WE	340090	WE	340125
WE	340023	WE	340055	WE	340091	WE	340126
WE	340024	WE	340056	WE	340092	WE	340127
WE	340025	WE	340057	WE	340093	WE	340128
WE	340026	WE	340058	WE	340094	WE	340129
WE	340027	WE	340059	WE	340095	WE	340131
WE	340028	WE	340060	WE	340096	WE	340132
WE	340029	WE	340061	WE	340097	WE	340133
WE	340030	WE	340062	WE	340098	WE	340134
WE	340031	WE	340063	WE	340099	WE	340135
WE	340032	WE	340064	WE	340100	WE	340136
WE	340033	WE	340065	WE	340101	WE	340137
WE	340034	WE	340066	WE	340102	WE	340138

17572

REGISTRATION NO. _____ FEE \$100

OCT 25 1991 - 9 40 AM

MEMORANDUM OF
STORAGE AND USE AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS MEMORANDUM OF STORAGE AND USE AGREEMENT is intended to evidence the Storage and Use Agreement, dated as of August 1, 1991 (the "Agreement") between Texas Commerce Bank National Association, (the "Owner"), and the Wheeling and Lake Erie Railway Company (the "Railroad"), for the purpose of satisfying the requirements of recordation with the Interstate Commerce Commission under Section 49 of U.S.C. 11303. The Owner has the right to lease the open top hopper railcars more fully described in Schedule A hereto (the "Cars"). The Railroad leased from the Owner and has agreed to store all the Cars at the rentals and upon the terms and conditions provided in the Agreement.

IN WITNESS WHEREOF, the Owner and the Railroad, each pursuant to due authority, have executed this Memorandum of Storage and Use Agreement as of this 1st day of August, 1991.

OWNER

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By: 

Title: VP

RAILROAD

WHEELING AND LAKE ERIE RAILWAY
COMPANY

By: 

Title: President

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INTERSTATE COMMERCE COMMISSION

MAR 02 1992

**AMENDMENT 1
DATED JANUARY 29, 1992
TO
STORAGE AND USE AGREEMENT
DATED AUGUST 1, 1991**

TEXAS COMMERCE BANK NATIONAL ASSOCIATION ("Owner") and THE WHEELING AND LAKE ERIE RAILWAY COMPANY ("Railroad") have heretofore entered into a Storage and Use Agreement dated August 1, 1991 ("Agreement"),

The parties wish to amend the Agreement as follows:

The term of the Agreement shall continue through May 31, 1992 (the "Term"). Railroad shall have the option to renew this Agreement through December 31, 1992 (the "Renewal Term").

Effective February 1, 1992, for the Term and any Renewal Term of this Agreement, Railroad shall pay to Lessor in place of the Daily Usage Fee, rental for the Cars in the amount of five dollars (\$5.00) per Car per day ("Rent"). Payment of Rent shall be made on the last day of each month in arrears.

Section 5 shall be canceled and superseded by the following:

"Upon expiration of the Term, provided there is no Renewal Term, Railroad shall store the Cars, in accordance with Section 3 of this Agreement, through and including December 31, 1992 or such other date mutually agreed upon by Railroad and Owner. During such storage period, on the 10th working day of each month in arrears, Railroad shall pay to Owner the aggregate amount of Daily Usage Fees (as defined in Section 4 of the Agreement) accrued during the prior calendar month and provide to Owner a report indicating the number of days each Car was not at the Track for the entire day. Upon expiration of this storage period, or the Renewal Term, Railroad shall either continue to store the Cars upon mutual agreement between Owner and Railroad, or surrender such Cars to Owner at an interchange point on Railroads lines designated by Owner. No charges for transportation of Owner's Cars over the Railroads lines will be assessed upon expiration or termination of this Agreement."

Effective August 1, 1991, the first sentence of Section 8 shall be canceled and superseded by the following:

"If a Car is damaged or destroyed beyond reasonable repair, Railroad shall made payment to Owner in the amount of \$16,000."

All other terms and conditions of this Agreement shall remain the same.

IN WITNESS THEREOF, the Owner and the Railroad each pursuant to due authority have caused these presents to be signed in their respective corporate names.

OWNER

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By: _____

Title: _____

John H. Bellett
Se Vice President

RAILROAD

WHEELING AND LAKE ERIE
RAILWAY COMPANY

By: _____

Title: _____

W. A. U. P. O.
U. P. Finance